

DOCKET NO.: NHH-CV22-6018103-S : SUPERIOR COURT
MARY W. ST. GEORGE TRUSTEE OF
THE ST. GEORGE LIVIN : HOUSING SESSION
VS. : AT NEW HAVEN
MURRAY, BARBARA ET AL : JUNE 14, 2023

MEMORANDUM OF LAW IN OPPOSITION TO MOTION TO DISMISS

The Plaintiff hereby files this memorandum of law in opposition to the Defendant's Motion to Dismiss, dated APRIL 21, 2023.

ARGUMENT

I. **THE COURT HAS SUBJECT MATTER JURISDICTION OVER THE DEFENDANT
AS THE NOTICE TO QUIT WAS NOT EQUIVOCATED BY A LETTER
ADDRESSED TO ALL RESIDENTS OF THE BUILDING.**

A summary process action pursuant to *C.G.S. § 47a-23* is “designed to provide an expeditious remedy ... It enable[s] landlords to obtain possession of leased premises without suffering the delay, loss and expense to which, under the common-law actions, they might be subjected by tenants wrongfully holding over their terms ... Summary process statutes secure a prompt hearing and final determination ... Therefore, the statutes relating to summary process must be narrowly construed and strictly followed.” *Federal Home Loan Mortgage Corp. v. Van Sickle*, 52 Conn. App. 37, 43, 726 A. 2d 600 (1999). Under *C.G.S. § 47a-23(a)*, a valid notice to quit is essential to eviction actions under Connecticut law. Further, the issuance of a notice to quit by a landlord is an unequivocal act which terminates the lease agreement with the tenant.

Londregan v. Freedman, 2001 Conn. Super. LEXIS 1565, and a defective notice to quit deprives the court of subject matter jurisdiction. *Windsor Properties v. The Great Atlantic and Pacific Tea Co., Inc.*, 35 Conn. Sup. 297, 301, 408 A. 2d 936 (1979). Indeed, “As a condition precedent to a summary process action, a proper Notice to Quit is a jurisdictional necessity.” *Lampasona v. Jacobs*, 209 Conn. 724, 730, 553 A. 2d 175 (1989).

A notice to quit can be rendered equivocal when the landlord provides a tenant with a new lease agreement, or with an invitation to enter into a new rental agreement, after a notice to quit has been served. *Centrix Mgmt. Co., LLC v. Valencia*, 132 Conn. App. 582, 33 A 3d 802 (2011), *Londregan v. Freedman*, 2001 Conn. Super. LEXIS 1565. Moreover, an agreement for future weekly rent payments after a notice to quit has been served may render the notice to quit equivocal. *GRJH, Inc. v. EA Corp., LLC*, 2012 Super LEXIS 2023. Following the decision in *Centrix*, trial courts were required to apply an “objective standard” focusing on the “acts of the parties rather than the parties intentions” and to make a determination as to whether “the combination of the [] written and spoken statements could create reasonable doubt in the mind of a reasonable tenant as to whether the lease, in fact, remained terminated.” *Miah v. Smith*, 67 Conn. L. Rptr. 367, 2018 WL 6131889 citing *Centrix Mgmt. Co., LLC v. Valencia*, 132 Conn. App. 582, 33 A 3d 802 (2011). It is worth noting that in *Centrix*, as in the other relevant cases, the court stresses that there was more than one communication that caused the issue of possible equivocation. *Centrix Mgmt. Co., LLC v. Valencia*, 132 Conn. App. 582, 33 A 3d 802 (2011). In *Centrix* the court stresses that the determination would be made based on whether “*the combination of the [] written and spoken statements could create reasonable doubt in the mind of a reasonable tenant as to whether the lease, in fact, remained terminated.*” Id.

In the case at issue, there is only one occurrence that the Defendant alleges equivocated the notice to quit. The notice to quit for nonpayment was served on November 22, 2022. *See* Docket Entry Nos. 100.32; 100.33. The Defendant retained an attorney who filed an appearance on January 5, 2023. The Plaintiff sent a notice to “residents of 512-516 Columbus Ave, New Haven, CT” dated January 13, 2023. There are eight units at 512-516 Columbus Ave, New Haven, CT.


There were no written or oral communications between the new Plaintiff and Defendant other than this letter. There were no settlement negotiations prior to letter being sent. The letter was not addressed to the Defendants by name, but to the residents of eight units. This letter, not addressed directly to the defendants and with no other communication from the Plaintiff, would not cause a reasonable tenant to conclude that they are let off the hook for not paying rent—the cause of the eviction. The letter says “your lease agreement has not changed”. At the time of receipt of this notice, the Defendants were in a tenancy at sufferance, created by the notice to quit and perpetuated by the subsequent eviction action. The words of the letter, taken plainly, indicate that there is no change in tenancy status caused by the letter.

In the 2015 Superior Court Case, *Housing Authority of New Haven v. Melton*, the seminal case relied on by the Defendant, the notice at issue was sent by the same Plaintiff who started the eviction. *Hous. Auth. of New Haven v. Melton*, No. NHSP118698, 2015 WL 10013014, at *1 (Conn. Super. Ct. Apr. 13, 2015). Here, the letter was sent by a new management, clearly with the purpose of introducing themselves. The letter was addressed to the residents of eight units. Further, that case is a Superior Court Case, with solely persuasive authority, and with significantly different facts.

No reasonable tenant would conclude from the receipt of this letter, not addressed directly to the tenant but to the residents of eight units, that this is anything other than a letter providing notice in change of management. No reasonable tenant would conclude that this is a letter cancelling the eviction, equivocating the notice to quit, and establishing a tenancy.

Wherefore, the Plaintiff prays that the motion to dismiss be denied.

The Plaintiff

By  _____

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ORDER

THE OBJECTION TO THE MOTION TO OPEN IS HEREBY ORDERED:

SUSTAINED / OVERRULED

J. DATE

CERTIFICATION

I hereby certify that a copy of the foregoing was mailed on **June 14, 2023** to all appearing parties at the following address(es):

Barbara Murray

516 Columbus Ave

New Haven, CT 06720

Tyrese Ford

205 ORANGE STREET

NEW HAVEN, CT 06510



ELIANA R SCHACHTER, ESQ

Commissioner of the Superior Court